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Attorneys for Defendant  
WESLEY MAYDER

IN THE UNITED STATES DISTRICT COURT  
IN AND FOR THE NORTHERN DISTRICT OF CALIFORNIA  
SAN JOSE DIVISION

VERIGY US, INC., a Delaware Corporation,

Plaintiff,

v.

ROMI OMAR MAYDER, an individual;  
WESLEY MAYDER, an individual; SILICON  
TEST SYSTEMS, INC., a California  
Corporation; and SILICON TEST  
SOLUTIONS, LLC, a California Limited  
Liability Corporation, inclusive,

Defendants.

AND RELATED CROSSCLAIMS.

Case No. 5:07-cv-04330-RMW (HRL)

**DECLARATION OF ROMI OMAR  
MAYDER IN SUPPORT OF MOTION FOR  
SUMMARY JUDGMENT (F.R.C.P., RULE  
56) AND MOTION FOR RULE 11  
SANCTIONS (F.R.C.P., RULE 11)**

**Date: July 18, 2008**

**Time: 9:00 a.m.**

**Ctrm: 6**

**Before the Hon. Ronald Whyte**

Complaint Filed: August 22, 2007

Trial Date: December 8, 2008 (jury trial)

(Defendants have elected to reserve their jury  
trial rights under F.R.C.P., Rule 38)

1 I, Romi Omar Mayder, declare as follows:

2 1. I am a defendant in this case and have personal knowledge of the all facts set forth  
3 herein; if called to testify in this Court as to those facts, my testimony would be as stated herein.

4 **MY EDUCATION**

5 2. I attended the University of California at Berkeley from 1988 to 1992. I received a  
6 bachelor's of science degree in electrical engineering and computer science in 1992. My emphasis  
7 was in semiconductor device physics and semiconductor device manufacturing including but not  
8 limited to the following: CMOS transistors, Bipolar transistors, GaAs, SOI, Diamond, and MEMs  
9 technologies.

10 **MY WORK EXPERIENCE**

11 3. In 1988, I started my career in the automatic test equipment ("ATE") industry  
12 working at Best IC Laboratories located in Sunnyvale, California. Best IC Laboratories' main  
13 business was testing memory devices. I assembled and tested probe cards and load boards for  
14 major memory manufacturers such as Samsung and Advanced Micro Devices (currently Spansion).  
15 Best IC Laboratories was a customer of Advantest, a Verigy Ltd, ("Verigy") competitor.

16 4. In 1992, I began employment at Anritsu Wiltron Company located in Morgan Hill,  
17 California. Anritsu's main business was developing semiconductor testing equipment. One of  
18 Anritsu's main customers was Teradyne, a Verigy competitor.

19 5. In 1994, I began employment at Schlumberger, a Verigy competitor. Schlumberger  
20 developed semiconductor test equipment. Schlumberger's customers included the majority of  
21 major memory chip manufacturers. Schlumberger was a major competitor of Verigy until it was  
22 purchased by Credence Corporation which is another major competitor of Verigy.

23 6. On June 15, 1998, I began employment with Hewlett Packard after being recruited  
24 from Schlumberger. I was paid a \$25,000 hiring bonus to join Hewlett Packard. In 2000, Agilent  
25 spun off from Hewlett Packard and I continued employment with Agilent. On June 1, 2006 Verigy  
26 spun off from Agilent and I continued employment with Verigy until September 21, 2006, at which  
27 time I terminated employment. The only confidentiality agreement or employment agreement I  
28 signed while I worked at either Hewlett Packard or Agilent was the confidentiality agreement for

Verigy. I did not sign a confidentiality agreement at at Agilent for Agilent, nor did I sign one at Hewlett Packard for Hewlett Packard.

7. While working at Agilent, I reported to Bob Pochowski who was general manager of Agilent's Memory Test Division. In September of 2005, Mr. Pochowski left Agilent to pursue other career opportunities. I never informed Wesley Mayder ("Wesley") that I ever worked for Mr. Pochowski.

#### **GOOD FAITH PREPARATION REGARDING MY LEAVING VERIGY**

8. On September 8, 2006, Dan Hanley, Esq., filed the articles of organization on behalf of Silicon Test Solutions, LLC ("STS LLC") with the Secretary of State of California, with me as President, Secretary, and Director. I never informed Wesley of my activities with Dan Hanley.

9. On September 20, 2006, I conducted an exit interview with Verigy's R&D hardware manager at which time I informed him that I was leaving Verigy to start my own business. My last day of employment at Verigy was September 21, 2006.

10. On September 22, 2006, Mr. Pochowski and I spoke with one of STS LLC's corporate attorneys, Heather Flick, regarding development of products in the field of ATE resource enhancement. Wesley was not present during this phone call.

11. On September 26, 2006, I upgraded the operating system on my home computer to Microsoft XP Professional which permanently removed files from my only computer at the time. During my employment at Hewlett Packard, Agilent, and Verigy, I routinely used my home computer for work related activities.

#### **GATHERING CUSTOMER REQUIREMENTS**

12. On September 22, 2006, Mr. Pochowski and I met with Sandisk to discuss their NAND flash memory requirements. Mr. Pochowski and I learned that Sandisk had already developed its own ATE resource enhancement solution for NAND flash memory. Wesley was not present at this meeting.

13. On October 3, 2006, Mr. Pochowski and I met with Micron Technology to discuss their NAND Flash requirements. Mr. Pochowski and I learned that Micron had already developed its own ATE resource enhancement solution for NAND flash memory. Wesley was not present at this meeting.

1           14.     In November 2006, Mr. Pochowski and I met with Spansion to discuss their NOR  
2 Flash memory requirements. We learned that Spansion was quite interested in working with STS  
3 LLC to develop an ATE resource enhancement solution focused on NOR flash memory. Wesley  
4 was not present at this meeting.

5           15.     In November 2006, Mr. Pochowski and I met with Intel to discuss their NOR Flash  
6 memory requirements. We learned that Intel was quite interested in working with STS LLC to  
7 develop an ATE resource enhancement solution focused on NOR flash memory. Wesley was not  
8 present at this meeting. I do not recall Wesley ever attending any STS LLC customer meetings.  
9 Wesley had no direct or indirect control over STS LLC, me, or Mr. Pochowski.

10          16.     In December 2006, Mr. Pochowski was terminated from his employment at STS  
11 LLC. In January 2007, Mr. Pochowski contacted Honeywell and requested them to make a  
12 “similar sort of chip” for his other company Attest Technologies. **Exhibit A** is a true and correct  
13 copy of an email which I received from Grenville Hughes summarizing Mr. Pochowski’s requested  
14 product development for Attest Technologies.

#### 15                           **STS, INC. PLACES ORDER WITH HONEYWELL**

16          17.     On December 26, 2006, the articles of incorporation for Silicon Test Systems, Inc.  
17 were filed with the secretary of state of California with me as the President, Treasurer, and Director

18          18.     In January 2007, Silicon Test Systems, Inc. (“**STS, Inc.**”) placed a purchase order with  
19 Honeywell. After receiving the PO, the engineers at Honeywell began to investigate possible high  
20 level designs for a resource sharing ASIC which focused on NOR flash memory testing requirements.  
21 The customer requirements for the ASIC were provided by STS Inc. to Honeywell from January 2007  
22 to April 2007. I worked with Honeywell on the design and specifications. I have not discussed the  
23 details of these customer requirements, designs or specifications with Wesley.

#### 24                           **NO “CONTROL” RELATIONSHIP**

25          19.     To my knowledge, Wesley has no expertise or experience in the semiconductor  
26 industry. I do not believe that WeDirect has any expertise or experience in marketing or promotion  
27 for any companies in the semiconductor industry. None of the other defendants is a client or  
28 customer of WeDirect.

20. I am Wesley's younger brother. I have had no operating or other business role whatsoever in WeDirect; I have never worked for WeDirect, am not and was never on the Board of WeDirect, was never a shareholder of WeDirect, and had no role whatsoever in WeDirect's growth. Similarly, Wesley has had no business role, beyond shareholder, in STS, Inc.; Wesley has never worked for me, is not and was never on the board of directors of STS LLC or STS Inc, and is only a passive shareholder with an approximately 21% ownership interest in STS, Inc., a corporation in which I have majority ownership and control.

#### CONTACTING WESLEY

21. In October 2006, I presented to Wesley the opportunity to invest in STS LLC, a California limited liability company. Before I explained any of my ideas to Wesley, I had already instructed my attorney, Mr. Hanley, to file the Articles of Organization of STS LLC with the California Secretary of State. I informed Wesley that I formed STS LLC in late September 2006. While I did not tell Wesley much about STS LLC's work, Wesley has always trusted me and I wanted to provide him with the opportunity to invest in STS LLC. Hence, he was interested in becoming a passive investor in STS LLC.

22. I explained to Wesley that his investment would require him to sign a written agreement. Wesley never signed a final version of the Operating Agreement of STS LLC. A true and correct draft copy of which is attached as **Exhibit B**. This document was never signed by all the proposed members.

23. The original idea was that I was to sign this Operating Agreement and was to own a 51% share in STS LLC, as was Mr. Pochowski, who was then Vice-President of STS LLC and who was to own a 29% share in STS LLC and to continue to hold his position as an officer of STS LLC, along with me, and Wesley was to be a passive investor and own a 20% share in STS LLC. Wesley never became an officer or a director and never had any operating role. Although I signed the Operating Agreement, Mr. Pochowski changed his mind in December 2006 and thus did not sign because he disagreed with how the ownership would be distributed. He wanted Wesley's proposed ownership for himself and wanted Wesley not to be a passive investor in STS LLC at all.

1 24. I never received the signed Operating Agreement from Wesley nor Mr. Pochowski.

2 **INVESTMENT IN SILICON TEST SYSTEMS, INC**

3 25. Wesley invested \$250,000 in STS, Inc. on January 3, 2007, receiving 20,000 shares  
4 of common stock, which gave him an approximately 25% ownership interest. A true and correct  
5 copy of the check that Wesley wrote to STS, Inc. is attached hereto as **Exhibit C**. A true and  
6 correct copy of the stock certificate that Wesley received in return from STS, Inc. is attached hereto  
7 as **Exhibit D**. Wesley is not, and never was, an officer, or director, or employee of STS, Inc., and  
8 never had any operating role in STS Inc., and the same is true today.

9 26. Wesley's current stock investment in STS, Inc. is approximately a 21% share, a  
10 minority position. STS, Inc. has signed no contract with Wesley, nor did it make any other  
11 agreement with him, regarding employment, board seat, nor any other operating role.

12 **THE CORE DISPUTE APPLICABLE TO WESLEY**

13 27. Neither Wesley nor WeDirect has ever hosted any website for STS, Inc.

14 28. Finally, I explained to Wesley in March 2007 that STS, Inc. was searching for about  
15 1,500 square feet of office space. At about that time, I learned from Wesley that he had heard that  
16 an office suite located in the same building in San Jose that WeDirect rents space in might be  
17 available in a different suite and on an entirely different floor of the building. Wesley referred me  
18 to the office manager of the building and made an introduction for me to that office manager of the  
19 building to determine if the suite was, in fact, available. It was available, and I, on behalf of STS,  
20 Inc., pursued the opportunity to lease that suite.

21 29. STS, Inc.'s office space is not shared with WeDirect or with Wesley personally.  
22 STS, Inc. and WeDirect share no space, no phones, no office support, no secretarial and no other  
23 resources. Wesley has not paid any bills for STS, Inc. or for me personally.

24 **LAWSUIT BROUGHT BY VERIGY**

25 30. In August 2007, Verigy filed a complaint against Wesley as a co-defendant in this  
26 case. Before filing the complaint, Verigy never discussed Wesley's role with STS, Inc., STS LLC,  
27 or me.

28 //

1 I declare under penalty of perjury, under the laws of the United States that the foregoing is  
2 true and correct and that this declaration was executed on June 10, 2008, in San Jose, California.

3 \_\_\_\_\_  
4 Romi Mayder

5 I attest under penalty of perjury that concurrence in the filing of this document has been  
6 obtained from Romi Mayder.

7 Dated: June 10, 2008

8 \_\_\_\_\_  
9 Jack Russo